

This Page Is Inserted by IFW Operations
and is not a part of the Official Record

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

IMAGES ARE BEST AVAILABLE COPY.

**As rescanning documents *will not* correct images,
please do not report the images to the
Image Problem Mailbox.**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT:)
TIMOTHY A. M. CHUTER, M.D.) Examiner: John M. Black
)
SERIAL NO.: 08/885,830) Group Art Unit: 3308
)
FILED: June 30, 1997)
) January 14, 1998
TITLE: FLAT WIRE STENT) Los Angeles, CA 90024
)
)

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sirs:

As assignee of record of the entire interest of the above identified application, all powers of attorney previously given are hereby revoked and the following attorney(s) are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith:

John V. Hanley	38,171
Craig B. Bailey	28,786
Richard A. Bardin	20,365
Gilbert G. Kovelman	19,522
I. Morley Drucker	19,751
James W. Paul	29,967
John S. Nagy	30,664
Thomas H. Majcher	31,119

all of the law firm of:

FULWIDER PATTON LEE & UTECHT, LLP
10877 Wilshire Boulevard
Tenth Floor
Los Angeles, California 90024

SERIAL NO. 08/885,830

PATENT

Please send all correspondence and direct all telephone calls to:

John V. Hanley, Esq.
FULWIDER PATTON LEE & UTECHT, LLP
10877 Wilshire Boulevard
Tenth Floor
Los Angeles, California 90024
(310) 824-5555
(310) 824-9696 - Facsimile

EndoVascular Technologies, Inc.
1360 O'Brien Drive
Menlo Park, CA 94025

ASSIGNEE CERTIFICATION

Attached to this Power is a "CERTIFICATE UNDER 37 CFR 3.73(b)".

Date: 1/27/98

By: Elizabeth A. McDermott
Elizabeth A. McDermott
Vice President, Research & Development
EndoVascular Technologies, Inc.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT:)	
TIMOTHY A. M. CHUTER, M.D.)	Examiner: John M. Black
)	
SERIAL NO.: 08/885,830)	Group Art Unit: 3308
)	
FILED: June 30, 1997)	
)	
TITLE: FLAT WIRE STENT)	
)	January 14, 1998
)	Los Angeles, CA 90024

CERTIFICATE UNDER 37 CFR 3.73(b)

EndoVascular Technologies, Inc., a Delaware corporation, certifies that they are the assignee of the entire right, title and interest in the patent application identified above by virtue of a chain of title from the inventor of the patent application identified above, to the current assignee as shown below:

1. From: Timothy A. M. Chuter, M.D.
To: EndoVascular Technologies, Inc.
The document is being filed herewith for recordation and is attached hereto as Exhibit A.

The undersigned has reviewed the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above. The document (Exhibit A) which assigns this patent application to EndoVascular Technologies, Inc. has been redacted for the purpose of maintaining the confidentiality of the subject matter which relates to the consulting arrangement between Dr. Chuter and EndoVascular Technologies, Inc. or which otherwise does not pertain to the present application.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee for which that signatory acts.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Date: 1/27/98

By: Elizabeth A. McDermott
 Elizabeth A. McDermott
 Vice President, Research & Development
 EndoVascular Technologies, Inc.

CONSULTING AND ASSIGNMENT OF TECHNOLOGY AGREEMENT

Effective November 15, 1997 (the "Effective Date"), Dr. Timothy A.M. Chuter ("Consultant") and EndoVascular Technologies, Inc. ("Company") agree as follows:

1. Definitions.

a. "Chuter Technology" shall mean the Flat Wire Stent Technology,

REDACTED

b. "Flat Wire Stent Technology" shall mean all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, *sui generis* database rights and all other intellectual and industrial property rights of any kind throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant prior to the Effective Date of this Agreement relating to that which is described in the U.S. patent application filed January 4, 1996 **REDACTED** the U.S. continuation application filed June 30, 1997, and the PCT application filed January 3, 1997 and material described in Exhibit E.

c.

REDACTED

d.

e.

f.

g.

REDACTED

2.

3.

4. Assignment of Chuter Technology. Subject to Section 5, Consultant hereby assigns, transfers and conveys to Company all right, title, and interest throughout the world in and to Chuter Technology, and any and all Letters of Patent whether U.S. or foreign that are or may be granted on the Cuter Technology including without limitation any extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Applications"), and further, all rights, claims and privileges pertaining to the Assigned Patents and Patent Applications including without limitation the right, if any, to sue or bring other actions for past, present and future infringement thereof. Consultant further assigns to and empowers Company, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for Assigned Patents and Patent Applications and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization. Consultant further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for the purposes set forth in this Section regarding the

Chuter Technology and Inventions, as well as constituting proof of the right of Company or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it. Consultant agrees that Consultant is assigning all of Consultant's ideas, processes, techniques, inventions, improvements or discoveries in the

REDACTED

Bell-bottom Modular Stent Graft Technology area, and Consultant and Company agree that any existing ideas, inventions or discoveries that are to be excluded from assignment under this Agreement ("Excluded Technology") are listed in Exhibit D.

5. Perfecting Rights. Consultant shall further assist Company, at Company's expense, to further evidence, record and perfect the assignments described in Sections 3 and 4, and to perfect, obtain, maintain, enforce, and defend any rights assigned. If Consultant is "Unavailable" (as defined below), Consultant hereby irrevocably designates and appoints Company as its agents and attorneys-in-fact to act for and in Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant. The term "Unavailable" shall mean any time that Consultant does not respond to registered mail request within five (5) days. Any assignment of copyright under Sections 3 and 4 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Consultant hereby waives such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent. Consultant will confirm any such waivers and consents from time to time as requested by the Company.

6.

REDACTED

REDACTED

e.

THIS PAGE BLANK (USPTO)

7.

8.

REDACTED

9.

10.

THIS PAGE BLANK (USPTO)

REDACTED

11.

12.

THIS PAGE BLANK (USPTO)

13.

14.

15.

REDACTED

16.

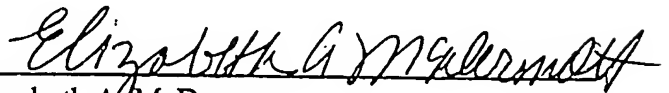
CONSULTANT



Timothy A. M. Chuter, MD.

Address: 2209 Adeline Dr.
Burlingame, CA 94010

ENDOVASCULAR TECHNOLOGIES, INC.



Elizabeth A. McDermott
Vice President, Research and Development

Address: 1360 O'Brien Drive
Menlo Park, CA 94025

EXHIBIT A

REDACTED

THIS PAGE BLANK (USPTO)

EXHIBIT B

REDACTED

THIS PAGE BLANK (USPTO)

EXHIBIT C

REDACTED

THIS PAGE BLANK (USPTO)

EXHIBIT D

REDACTED

THIS PAGE BLANK (USP10)

EXHIBIT E

REDACTED

THIS PAGE BLANK (USPTO)

a below named inventor, I hereby declare that:

residence, post office address and citizenship are as stated below next to my name.

believe I am the original, first and sole inventor (if only one name is listed below) or original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention titled Flat Wire Stent

the specification of which

(check one)

☒ is attached hereto.

☐ was filed on _____ as

Application Serial No. _____ and

(if applicable)

was amended through _____

(if applicable)

hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations §1.56(a).

hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Applications(s)

Priority claimed

number) _____ (country) _____ (day/mo./yr. filed) _____

☐ yes ☐ no

number) _____ (country) _____ (day/mo./yr. filed) _____

☐ yes ☐ no

number) _____ (country) _____ (day/mo./yr. filed) _____

☐ yes ☐ no

hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided in the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Application Serial No.) _____

(Filing Date) _____

(Status)
(patented, pending, abandoned)

Application Serial No.) _____

(Filing Date) _____

(Status)
(patented, pending, abandoned)

hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made can be punished by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent & Trademark Office connected therewith: Vincent J. Vasta, Jr., Reg. No. 26,655, of 45-47 Pine Street, P.O. Box 494, New Canaan, Connecticut 06840-0494, my attorney(s) with full power of substitution and revocation.

END CORRESPONDENCE TO:

DIRECT TELEPHONE CALLS TO:

VINCENT J. VASTA, JR., ESQ.
ATTORNEY OFFICES OF VINCENT J. VASTA, JR.
5-47 PINE STREET, PO BOX 494
NEW CANAAN, CT 06840-0494

VINCENT J. VASTA, JR. ESQ.
(203) 972-5014

[illegible]